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Of Attorneys for Plaintiffs

IN THE UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

AT PORTLAND

SG SERVICES, INC., an Oregon corporation,

PLAINTIFF,

v.

GOD'S GIRLS, LLC, an Arizona corporation;
ANNALIESE NIELSEN, an individual; and
KATIE GILBERT, an individual,

DEFENDANTS.

Case No. 051526KI

COMPLAINT

**Federal and State Unfair Competition,
False Designation of Origin, Lanham Act,
Breach of Contract, Intentional
Interference with Economic Relations**

Jury Trial Requested

SG Services, Inc. ("SG") for their complaint against Defendants God's Girls, LLC ("God's Girls"), Annaliese Nielsen ("Nielsen"), and Katie Gilbert ("Gilbert") allege:

5717

JURISDICTION AND VENUE

1. This Court has exclusive jurisdiction over the claims stated herein pursuant to 28 U.S.C. § 1338(a) and this Court's supplemental jurisdiction.

2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)-(c) and 1400(a) because a substantial part of the events giving rise to the claims occurred in this Judicial District.

THE PARTIES

3. At all material times herein, SG is and was a corporation organized under the laws of the State of Oregon.

4. At all material times herein, God's Girls, LLC is and was an Arizona limited liability company doing business in the State of Oregon. Annaliese Nielsen is an individual who resides in California. Personal jurisdiction is appropriate over Ms. Nielsen based on her contacts with Oregon, by recruiting models for God's Girls in the state. Katie Gilbert is an individual who resides in California. Personal jurisdiction is appropriate over Ms. Gilbert based on her contacts with the forum as the former office manager in Oregon for SG, recruitment of models in Oregon, and ownership of property within Oregon.

GENERAL ALLEGATIONS

5. SG is an on-line, web-based community located at www.suicidegirls.com (the "SG Website") that features news, journals, interviews, and photos of models.

6. The SG Website features distinctive trade dress and a style and look that uses pink as a primary color and incorporates a stylized font. SG's trade dress is not functional.

7. Before any photographs of an SG model appear on the SG website, the SG model executes SG's standard model release (a "Release"). A copy of the Release is attached as Exhibit A.

8. The Release provides that a model will be paid \$300 for each photoset that is submitted and accepted by SG and allows the model to earn significant additional

compensation from SG and from third party opportunities that SG books (at no cost to the model), including bonuses for the best photoset of the month, personal appearance fees for doing SG appearances and third party appearances, fees to appear in magazines or on television shows, fees to appear on the SG tour, fees to appear in third party music videos and at concerts, and fees to appear in SG products such as the SG DVD. In exchange for this consideration, the model grants Suicide Girls, among other things, the exclusive right to use the model's name and likeness "for any and all uses, in whole or in part, in any media."

Gilbert's Breach of Contract

9. Katie Gilbert ("Gilbert") was employed as the office manager of SG from August 12, 2002 through September 30, 2004.

10. During her employment with SG, Gilbert had direct access to SG's confidential information including popularity statistics for all SG models (based on SG Website traffic and appearance bookings) and was also responsible for ensuring that models signed the Release.

11. As an employee of SG, Gilbert entered into a Confidentiality, Invention Ownership & Intellectual Property Agreement on November 13, 2003, a copy of which is attached as Exhibit B (the "Gilbert Confidentiality Agreement").

12. The Gilbert Confidentiality Agreement provides, among other things, that Gilbert will not disclose SG confidential information, upon termination of Gilbert's employment she will return all SG confidential information, and that Gilbert will not use any SG confidential information during or after the termination of her employment with SG.

13. The Gilbert Confidentiality Agreement further provides that in the event of its breach, SG is entitled to injunctive relief and damages.

14. In violation of the Gilbert Confidentiality Agreement, Gilbert disclosed confidential information that was directly and/or indirectly provided to God's Girls. That

confidential information included information used by God's Girls to identify which SG models to hire based on their popularity on the SG Website.

15. In addition to her office manager position, from 2002 to present Gilbert has been a SG model featured on the SG Website.

16. Pursuant to SG's standard practice for all of its models, Gilbert executed a Release (the "Gilbert Release"). A copy of the Gilbert Release is attached as Exhibit C.

17. In violation of the Gilbert Release, Gilbert participated in a photo shoot with one of God's Girls contracted photographers, Matthew Cooke, sometime in September, 2005.

18. On September 15, 2005, immediately after learning of Gilbert's actions, SG's lawyer wrote to Gilbert and placed her on notice that she was in breach of the Gilbert Confidentiality Agreement and demanded that she enter into settlement negotiations. SG provided a copy of this letter to God's Girls.

19. After having spoken with Gilbert on September 20, 2005, on September 27, 2005, SG's lawyer wrote to Gilbert again and informed her that she was in breach of the Gilbert Release and that SG would be filing this suit unless she entered into settlement negotiations with SG.

20. Last, at the end of her employment, Gilbert was also loaned an SG computer and has failed to return it upon written request by SG's lawyer.

21. Gilbert has failed to comply with the terms of the Gilbert Confidentiality Agreement and the Gilbert Release.

God's Girls and Nielsen's Tortious Interference and Unlawful Trade Practices

22. God's Girls is a privately held limited liability company that was incorporated on August 25, 2005.

23. God's Girls is managed by Gavin Lloyd ("Lloyd").

24. As of September 12, 2005, God's Girls is the registrant of record for the

website www.godsgirls.com (the "Site"). At all material times, the Site was available in the State of Oregon.

25. Prior to September, 12, 2005, however, the Site was registered to Offworld Media Group, Inc., a privately held limited liability company that was incorporated in Arizona in 1997 and is also managed by Lloyd ("Offworld").

26. Offworld has created and controls an extensive and integrated network of adult websites including www.olderwomen.com, www.twinks.com, www.nichebucks.com, and www.fullbush.com and based on Lloyd's own estimates, is a \$10 million dollar a year company.

27. While Lloyd provided the financial backing for God's Girls, Annaliese Nielsen ("Nielsen") founded the Site and is responsible for the day to day operations of the Site as it prepares to launch. The home page of the Site says that it is "coming soon."

28. Notably, the coming soon page of the Site features the same trade dress featured on the SG Website, including the use of pink as a primary color and the use of the stylized font utilized by SG. In addition, the aim of the Site is to feature numerous SG models, to incorporate numerous components of the SG Website (such as model journals, news and interviews), and, in light of the goods and services provided, the name is intended to trade off of the equity that SG has built.

29. Nielsen also operates a group on MySpace.com (www.myspace.com/godsgirls) and a group on Live Journal (www.livejournal.com/community/gods_girls) (collectively, the "Groups"). At all material times, the Groups were available in the State of Oregon.

30. Until the Site launches, the Groups serve as a place for those interested in learning about God's Girl's to exchange information, a place to post a schedule of upcoming God's Girls events and model photo shoots, and to actively recruit models for the Site.

31. The Groups also serve as a place for Nielsen to disparage SG by posting false and misleading statements of fact.

32. At least three SG models that have entered into SG's standard model release and granted SG the exclusive right to use such model's name and likeness "for any and all uses, in whole or in part, in any media" have participated in photo shoots for God's Girls in breach of the SG model release. These models are Gilbert, Amanda Pemberton ("Pemberton") and Kelly Guerrero ("Guerrero"). Copies of the SG model releases for Pemberton and Guerrero are attached as Exhibits D and E, respectively.

33. On September 27, 2005, SG's lawyer notified Gilbert, Pemberton and Guerrero that they were in breach of their respective SG Releases by modeling for God's Girls.

34. In addition, the God's Girls calendar states that Kelly Kleinert, another SG model who has entered into SG's standard model release and has granted SG the exclusive right to use her name and likeness "for any and all uses, in whole or in part, in any media" has agreed to participate in two upcoming photo shoots for God's Girls on October 7th and 8th in breach of her SG model release, which is attached as Exhibit F.

35. On September 14, 2005, Gilbert asked SG for a copy of the Gilbert Confidentiality Agreement and the Gilbert Release. The same day, Nielsen posted a request in a Livejournal blog asking if anyone had a copy of the SG model release. The text of a SG model release was posted, in its entirety, approximately 20 minutes later.

36. On September 16, 2005, immediately after learning of God's Girls actions with respect to SG models, SG's lawyer messengered a letter to God's Girls at its West Hollywood address. The West Hollywood address was the address provided by God's Girls in connection with its registration of the Site.

37. On September 20, 2005, SG's lawyer spoke by telephone with Lloyd and informed him that SG's position was that God's Girls was violating SG's contractual rights by hiring SG models to pose for the Site and was using SG confidential information. SG faxed the September 16, 2005 letter to Lloyd and also sent a Lloyd a second letter, each of which placed God's Girls on notice that it was inducing the breach of the Gilbert Confidentiality Agreement,

was tortiously interfering with SG's agreement with its models and demanded that it enter into settlement negotiations.

38. On September 25, 2005, in an AOL instant messenger chat, Nielsen admitted that she had approached Amanda Pemberton to model for the Site.

39. On September 26, 2005, SG's attorney spoke with Nielsen by telephone. When asked why God's Girls was interested in using SG models, Nielsen answered that those models "had a following", i.e., that it economically made sense to tap into a built-in fan base.

40. God's Girls and Nielsen have each failed to respect SG's direct business relationship with Gilbert, Pemberton and Guerrero, and other SG models who have executed a Release.

FIRST CLAIM FOR RELIEF

(Federal Unfair Competition/False Designation of Origin, 15 U.S.C. § 1125(a); Lanham Act §43(a))

(against all Defendants)

41. SG incorporates by reference the allegations of paragraphs 1-40.

42. Defendants God's Girls and Nielsen's use of the SG distinctive trade dress constitutes false designation of origin, false or misleading description, and/or false or misleading representation. Such unauthorized use is likely to cause confusion, mistake, or deception by or in the public as to an affiliation, connection, or association of SG with God's Girls.

43. As a direct and proximate result of Defendants' God's Girls and Nielsen's actions, SG has been damaged in the amount that Defendants have profited from the sale of infringing goods and services, and in other damages. Unless Defendants are restrained by this Court from using the SG trade dress, Defendants will continue and/or expand the infringing activities alleged above, causing irreparable damage and injury to SG, through causing a likelihood of confusion, mistake, or deception among the public as to the source of the infringing goods and services; and causing incalculable damage to SG's goodwill and the value of the SG trade dress.

44. Defendants' use of the SG trade dress is knowing and willful, and SG is therefore entitled to recover damages, which may be trebled.

SECOND CLAIM FOR RELIEF

(State Unfair Competition, ORS § 646.638)

(against all Defendants)

45. SG incorporates by reference the allegations of paragraphs 1-44.

46. Defendants God's Girls and Nielsen carried out their actions in the course of their business, vocation or occupation, disparaged SG by posting false and misleading statements of fact, caused likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of its goods or services, represented that their goods or services had sponsorship, approval, characteristics, benefits, or qualities that they do not have, and represented that they had sponsorship, approval, qualifications, affiliation, or connection that they do not have.

47. Defendants God's Girls and Nielsen disparaged SG by posting false and misleading statements of fact and caused a likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by, SG.

48. The conduct of God's Girls and Nielsen is willful, has directly and proximately caused, and is so causing, injury to SG in its business, and has adversely affected, and is so affecting, the people of the State of Oregon by deceiving the public as to the affiliation, connection, or association with God's Girls goods and services and by disparaging SG by posting false and misleading statements of fact about an Oregon corporation.

49. SG is entitled to recover actual damages, punitive damages, and its costs and attorney's fees and pursuant to ORS § 646.638.

THIRD CLAIM FOR RELIEF

(Breach of Contract against Gilbert)

Count 1

50. SG incorporates by reference the allegations in paragraphs 1-49.

51. Gilbert has breached the Gilbert Release by modeling for God's Girls.

52. SG has performed all of its obligations under the Gilbert Release or its obligations were otherwise excused or discharged.

53. SG has suffered damages as a result of Gilbert's breach.

(Breach of Contract against Gilbert)

Count 2

54. SG incorporates by reference the allegations in paragraphs 1-53.

55. Gilbert has breached the Gilbert Confidentiality Agreement by disclosing SG confidential information.

56. SG has performed all of its obligations under the SG Confidentiality Agreement or its obligations were otherwise excused or discharged.

57. SG has suffered damages as a result of Gilbert's breach.

FOURTH CLAIM FOR RELIEF

(Intentional Interference with Economic Relations)

(against all Defendants)

58. SG incorporates by reference the allegations in paragraphs 1-57.

59. At no time did SG authorize, either directly or indirectly, Defendants to solicit SG models to model for the Site, Defendants to have any SG models take photographs for and model for the Site or God's Girls, or authorize, either directly or indirectly, any SG model to model for the Site or God's Girls.

60. Defendants improperly and without authorization from SG contacted SG models (and continues to contact SG models) who have executed a Release, offering to have

them pose for the Site and God's Girls for cash compensation. In so doing, Defendants misrepresent to the public generally and to SG models specifically that they are authorized to take photos of SG models and use them in connection with the Site and God's Girls business.

61. Despite being put on notice that SG does not authorize Defendants to solicit or photograph SG models and despite being expressly directed to cease soliciting or photographing SG models, God's Girls and Nielsen have continued, and to this date continue, to do so willfully and with full knowledge that they have no authority from SG to do so.

62. SG has entered into direct business relationships with all SG models, including but not limited to Gilbert, Pemberton and Guerrero.

63. Defendants, who are unauthorized third parties, have intentionally interfered with those relationships using improper means and for an improper purpose.

64. Defendant's actions have caused damage to SG's business relationships and to SG's prospective economic advantage.

65. Defendant's unauthorized actions and tactics have caused confusion among SG's Website subscribers and consumers and potential SG Website subscribers and consumers and have caused, and continue to cause, harm to SG, including without limitation harm to SG's reputation among consumers and to SG's goodwill.

66. SG, as well as members of the public, will suffer irreparable harm if Defendants continue to contact SG models, falsely claiming to have authority to have them pose for the Site and God's Girls.

JURY DEMAND

SG respectfully demands trial by jury.

WHEREFORE, SG pray for a judgment of this Court in favor of SG and against Defendants as follows:

1. For judgment that God's Girls and Nielsen have competed unfairly with SG in violation of SG's rights under federal and Oregon law;

2. For judgment that God's Girls and Nielsen's conduct was in grievous disregard for social norms and entitles SG to punitive damages;

3. For judgment in favor of SG for damages under the Gilbert Release;

4. For judgment in favor of SG for damages under the Gilbert Confidentiality Agreement;

5. For judgment in favor of SG that Defendants intentionally interfered with SG's economic relationships with SG models, including but not limited to Gilbert, Pemberton and Guerrero.

6. For a temporary, preliminary and permanent injunction restraining and enjoining Defendants, their agents, servants, employees, successors, licensees, subsidiaries and assignees, joint venturers, and any persons in active concert or participation with any of them, from:

(a) infringing, in any manner, the SG trade dress or otherwise using any trade dress or other SG marks that in any manner could cause confusion, mistake, or deception in connection with goods or services that have not been approved or sponsored by or originated from SG;

(b) using any symbol, design, designation, or other device that is likely to cause confusion, mistake, or deception as to an affiliation or association of Defendants or their goods and services with SG;

(c) otherwise competing unfairly with Plaintiffs in any manner;

(d) from continuing to breach the Gilbert Release;

(e) from continuing to breach the Gilbert Confidentiality Agreement;

(f) in connection with any current or future SG model, using such model's endorsement, name, likeness or any other exclusive right owned by SG, including but not limited to in connection with God's Girls or the Site;

(g) continuing to perform in any manner whatsoever any of the other acts complained of in this Complaint;

7. For Plaintiff's attorneys' fees, costs and disbursements incurred herein;

8. For interest on the judgment at the rate of 9% per annum from the date of judgment until paid in full; and

9. For such other relief this Court deems just and equitable.

DATED this 30th day of September, 2005.

DAVIS WRIGHT TREMAINE LLP

By 
PATRICIA L. MCGUIRE, OSB #96093
(503) 241-2300
Of Attorneys for Plaintiffs

You will be appearing on SuicideGirls as _____ Suicide.

In consideration of the sum of \$300 per photoset, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned (hereinafter "Model") hereby grants SG Services, Inc., its affiliates, successors, licensees and assigns (hereinafter "SG Services") the exclusive, perpetual and irrevocable right and license to copy, use and reuse, publish, distribute, edit, excerpt, exhibit, copyright and otherwise exploit Model's image, picture, likeness, persona, performance and voice (whether alone or with others), in conjunction with Model's name, identification, and related biographical information and other statements (whether real or fictitious and whether prepared by Model, SG Services or any third party) (collectively, the "Images"), for any and all uses, in whole or in part, in any and all media, including but not limited to multimedia, on-line services and digital media, by any and all methods and in any and all manner, now known or hereafter devised, including the "Suicide Girls" website, www.suicidegirls.com (the "Website"), or any other media, throughout the universe including, without limitation, in connection with the advertising, exploitation and publicizing of the Website. The Images will constitute the property of SG Services, and Model hereby grants, assigns, transfers and conveys to SG Services, all right, title and interest of every kind and character in perpetuity throughout the universe that Model may now or hereafter have in and to the Images and the results and proceeds of the Images, all of which are works made for hire, specially commissioned for use as part of an audiovisual work, including all copyrights, renewals and extensions of copyright and other intellectual or proprietary rights, and SG Services shall be deemed sole owner thereof for all purposes. To the extent that, under applicable law, the Images, whether or not posted to the Website, and the results and proceeds of the Images, whether or not posted to the Website, are not considered or deemed a work made for hire, Model hereby grants, assigns, transfers and conveys to SG Services, to the maximum extent permitted by applicable law, all of Model's right, title and interest of every kind and character in perpetuity throughout the universe that Model may now or hereafter have in and to the Images and the results and proceeds of the Images, including all copyrights, renewals and extensions of copyright and other intellectual or proprietary rights, and SG Services shall be deemed sole owner thereof for all purposes. To the extent that the Images (or any part thereof, whether pictorial, textual or otherwise) are produced by someone other than SG Services, Model warrants that the submission of the Images to, and the use of the Images by, SG Services does not infringe upon the copyright or other rights of any third party, and Model will (i) indemnify and hold SG Services, its officers, directors, shareholders, employees and agents harmless from any and all claims, demands, losses or liabilities related thereto, and (ii) obtain such assignments or transfer documents as SG Services may request in order to perfect SG Service's sole ownership in and to the Images, free of any claims by or from any third party.

Without limiting the foregoing, SG Services may edit, distort, change or modify the Images as SG Services sees fit, and Model understands that SG Services has no obligation to use the Images. Model hereby waives the right to inspect or approve the finished product(s) or version (s) of the Images, editorial copy, advertising copy, or any other printed or visual matter that may be used in conjunction with (or comprise) the Images, or the use to which the Images may be applied.

Model understands that Images depicting the Model may be produced at different times and places, in public or private, either clothed, semi-clothed, semi-nude, or nude, and at such times when the Model may or may not be engaged in a sexual act. Model consents to SG Services' use of Model's nude image in connection with the rights granted in this Personal Release. Model considers herself a paid model and is not troubled or distressed by having Images of Model taken in either a clothed, semi-clothed, semi-nude or nude state, and whether or not engaged in a sexual act. Model's participation in the creation of the Images is purely voluntary and Model understands that Model's continued participation in any modeling session indicates Model's total acceptance of the modeling assignment and complete lack of any objection to any acts that Model might engage in while performing in this modeling assignment.

Model hereby releases and discharges SG Services, its officers, directors, shareholders, employees and agents, from any and all claims, demands, losses or liabilities that Model has or may have, whether for libel, violation of any right of privacy or publicity, or any other matter arising out of or in any manner connected with the creation or use of the Images or the exercise of the rights granted herein. Model hereby warrants that all statements and other information given by Model to SG Services or to any third party (whether relating to the Images or Model), are true and accurate, and Model agrees to be legally responsible for any claims, demands, losses or liabilities arising out of or in any manner connected with such statements, and will indemnify SG Services, its officers, directors, shareholders, employees and agents from any and all claims, demands, losses or causes of actions relating to Model's breach of any representation or warranty contained herein. Model acknowledges and agrees that neither this Personal Release, nor Model's participation in the creation of the Images, is subject to the terms of any union or guild agreement and that no sums will be due to Model or any third party in connection with the use or reuse of the Images beyond the consideration detailed in this Personal Release.

Model has carefully read this Personal Release prior to its execution and is fully aware of its terms. Model warrants that no additional representations, oral or otherwise, have been made as a part of this Personal Release, by SG Services or any of its employees, agents, officers, directors or shareholders, and that Model has not been induced to sign any representation other than the statements contained herein, all of which are true and accurate. MODEL WARRANTS THAT THE MODEL IS 18 YEARS* OF AGE OR OLDER, AND WILL PROVIDE TRUE AND CORRECT LEGAL DOCUMENTATION AS PROOF OF AGE. Model understands that SG Services is proceeding in reliance upon the terms set forth herein, and that Model will not attempt to revoke this release at any time.

Date of Birth: _____

Legal Signature of Model

Social Security Number (U.S. Citizens Only)

Printed Legal Name of Model

Model Application Number (5 digit username):

Street Address

EXHIBIT A
PAGE 1 OF 2

SG SERVICES, INC.**CONFIDENTIALITY, INVENTION OWNERSHIP &
INTELLECTUAL PROPERTY AGREEMENT****RECITALS**

1. In this Agreement, the terms "me", "my" and "I" mean the person signing below. "SG" means SG Services, Inc., an Oregon corporation.
2. SG and I may enter into, or already have entered into, an employment or independent contractor relationship during which I will perform, or I am performing, certain duties subject to the terms and conditions of my employment with, or my status as an independent contractor of, SG (as applicable).
3. During the period of my employment with SG, or while I work as an independent contractor of SG (as applicable), I understand I may receive, or I may already have received, training, experience, and information about SG's operations.
4. In consideration of my future employment or independent contractor status with SG, or if I am already employed with or serve as an independent contractor for SG (as applicable), then in consideration of my future work as an employee or independent contractor of SG, I agree as set forth below.

OPERATIVE PROVISIONS

- A. **CONFIDENTIAL INFORMATION.** I acknowledge that in the course of my employment with SG, or while I perform duties as an independent contractor of SG (as applicable), I may have access to proprietary information, trade secrets, and other information treated by SG as confidential, that such information is a valuable asset of SG and that its disclosure or unauthorized use will cause SG irreparable harm. As used in this Agreement, the term "Confidential Information" means:

- proprietary information of SG;
- information marked or designated by SG as confidential;
- information that is known to me to be treated by SG as confidential;
- information provided to SG by third parties which SG is obligated to keep confidential; and
- all information relating to SG's business, business strategies, pricing, customers, financial status or relationships, technology (including, for example, source code and object code), products, website (including all content thereof) or other media by which SG displays, markets, sells or distributes content, information services or products, costs, employee compensation, marketing plans, computer programs or systems, inventions, inventions-in-process or plans or concepts for inventions, developments, and trade secrets of every kind and character, including, but not limited to, trade secrets as defined under the Uniform Trade Secrets Act.

I will not disclose any Confidential Information to any person, agency or court unless compelled to do so pursuant to legal process (e.g., a summons or subpoena) or otherwise required by law and then only after providing SG with prior notice and a copy of the legal process. I will not use such Confidential Information for my own benefit or that of any other person, corporation, government or other entity except as is required to perform my duties as an employee or independent contractor (as applicable) of SG, and then only with the prior written consent of SG. I also agree that upon termination of my employment or independent contractor status with SG (as applicable) (or earlier if requested by SG), I will return to SG all originals and copies of documents and other materials relating to SG or containing or derived from Confidential Information that are in my possession or control, accompanied, if requested, by my written certification (in form and content satisfactory to SG) that I have returned all such documents and materials. I will not use any Confidential Information (whether in documentary or other form) for my own benefit at

AGREEMENT

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PAGE 1**EXHIBIT****PAGE 1 OF 3**

any time during or after my employment with SG or during or after my tenure as an independent contractor with SG (as applicable), other than as expressly set forth in this Agreement.

- B. ASSIGNMENT AND DISCLOSURE OF WORKS, DISCOVERIES AND PATENTS.** I agree that all creative works, including without limitation, photographs, art work, literary content, computer programs or applications, software, models, logos or trademarks or trade dress, which I prepare or originate for SG (whether before or after the date of this Agreement), or during or within the scope of my employment with SG, or in the course of performing my duties as an independent contractor of SG (as applicable), which may be subject to protection under federal copyright law, trademark, trade secret or other law, constitutes works made for hire, all rights to which I acknowledge are owned exclusively by SG. Without limiting the foregoing, I agree to, and hereby do, assign to SG all rights, title and interest, whether by copyright, trademark, trade secret, or otherwise, in all such works, whether or not subject to protection by copyright or other laws. This assignment of rights, title and interest includes (without limitation), the rights to publish, reproduce, prepare derivative works, transmit, adapt, sell or otherwise make use of all works, or portions thereof, throughout the world in any form or medium, and in any language, and to license to others and make use of all works, for the entire term of each copyright or trademark, including any renewals and extensions.

I also agree and acknowledge that (i) any and all discoveries, inventions, improvements, innovations, systems, techniques, ideas, processes, programs, or work, whether patentable or unpatentable, which I conceive, develop, create, or reduce to practice while employed by SG or in the course of performing my duties as an independent contractor of SG (as applicable) (whether before or after the date of this Agreement) and which: (a) relate to or arise out of my employment responsibilities or independent contractor duties (as applicable), or through use of SG time, materials, facilities or equipment, or (b) which result from research, development, or other activities of SG, or (c) which pertain in any manner to the business or products of SG, are and shall remain the sole and exclusive property of SG, and (ii) I will upon request by SG, and without further compensation, do all lawful things reasonably necessary to secure and perfect SG's ownership therein, including without limitation, executing any assignments, patent applications, or other documents as may be requested by SG. I further agree to disclose to SG all such employment-related or independent contractor-related discoveries as described in the preceding sentence.

- C. REMEDIES.** I recognize and acknowledge that SG is engaged in a highly competitive business and that SG, through its research, business relationships, creativity, and experience has developed and acquired valuable Confidential Information. I acknowledge also that SG will suffer irreparable and continuing harm, for which money damages may not provide adequate relief, if I make any unauthorized disclosures or communication of any Confidential Information to any third party or use any Confidential Information wrongfully or in competition with SG or otherwise violate this Agreement.

Consequently, I understand that in the event of my breach of this Agreement, SG will be entitled to both: a) a preliminary or permanent injunction to prevent the continuation of harm, and b) money damages insofar as they can be determined. I agree that nothing in this Agreement prohibits SG from pursuing any other remedy, and I agree that all remedies are cumulative.

- D. ADDITIONAL COVENANTS; CONFLICTING COVENANTS.**

a. If I currently am or I become an employee of SG, I agree to comply with all employment policies, rules and procedures implemented by SG at any time ("employment practices"), including those contained in any employee handbook, manual or compilation (as amended from time to time). If any term or covenant contained in this Agreement conflicts with any of SG's employment practices, then the terms and covenants contained in this Agreement will control.

b. If I currently am or I become an independent contractor of SG, I agree to comply with all terms and conditions contained in any oral or written agreement describing or relating my status as an independent contractor of SG ("independent contractor agreement"). If any term or covenant contained in this Agreement conflicts with any term or condition of my independent contractor agreement, then the terms and covenants contained in this Agreement will control.

AGREEMENT

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PAGE 2

EXHIBIT

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- E. ENTIRE AGREEMENT; NO ORAL MODIFICATION.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter. This Agreement may not be modified orally, but only by a written amendment signed by both parties.
- F. GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the local laws of the state of Oregon.
- G. SEVERABILITY.** If any provision of this Agreement is invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.
- H. BINDING EFFECT.** I understand that I may not assign this Agreement, or any of my rights or duties contained in this Agreement, to any third party. Subject to the preceding sentence, this Agreement is binding on and will inure to the benefit of the parties and their heirs, personal representatives, successors, and assigns.
- I. ATTORNEY FEES.** If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party will be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.

Kate Gilbert
Name

[Signature]
Signature

11-13-03
Date

SG Services, Inc.
an Oregon corporation

by: [Signature]
title: President



SUICIDE GIRLS TALENT RELEASE

Authorization to Reproduce Photograph and Likeness

NAME

Katie Gilbert

ADDRESS

PHONE

I hereby grant to Suicide Girls, Inc. and additionally any and all persons and or entities for whom and with whom Suicide Girls, Inc. is acting, full authorization and absolute right and permission to sell, assign, convey, reproduce, copyright, use and/or publish my photograph, likeness and/or name in any photograph in which I may be included -- in whole, in part or in composite, or in which character or form is distorted, in conjunction with my own or any other picture, product, person, name or reproduction, in color or otherwise -- made through any media at any time or place for art, advertising, commerce, business or trade, or any other lawful purpose whatsoever. As used in this Release, "photograph" means any photograph or photographic reproduction -- still or moving on film or videotape or other medium (whether or not known or yet discovered or developed) -- in which I may be identifiable or otherwise appear or be depicted.

I hereby waive any and all rights that I may have to inspect or approve any finished product or any advertising copy which may be used in connection herewith, or any use to which it may be applied.

I hereby release, discharge and agree to hold harmless Suicide Girls, Inc. its nominees, designees, successors and assigns, or others for whom and with whom they are acting or may act, from any liability of any nature or description by virtue of any use whatsoever, whether intentional or otherwise or from any change that may occur or be produced in the taking of said photograph or in any processing tending towards the completion of any finished product.

I am over the age of 18.

Signature

Social Security Number

EXHIBIT

C

PAGE

1

OF

1

amber-10/1
mandy
You will be appearing on SuicideGirls as Mandy Suicide.

In consideration of the sum of \$200 per photoset, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned (hereinafter "Model") hereby grants SG Services, Inc., its affiliates, successors, licensees and assigns (hereinafter "SG Services") the exclusive, perpetual and irrevocable right and license to copy, use and reuse, publish, distribute, edit, excerpt, exhibit, copyright and otherwise exploit Model's image, picture, likeness, persona, performance and voice (whether alone or with others), in conjunction with Model's name, identification, and related biographical information and other statements (whether real or fictitious and whether prepared by Model, SG Services or any third party) (collectively, the "Images"), for any and all uses, in whole or in part, in any and all media, including but not limited to multimedia, on-line services and digital media, by any and all methods and in any and all manner, now known or hereafter devised, including the "Suicide Girls" website, www.suicidegirls.com (the "Website"), or any other media, throughout the universe including, without limitation, in connection with the advertising, exploitation and publicizing of the Website. The Images will constitute the property of SG Services, and Model hereby grants, assigns, transfers and conveys to SG Services, all right, title and interest of every kind and character in perpetuity throughout the universe that Model may now or hereafter have in and to the Images and the results and proceeds of the Images, all of which are works made for hire, specially commissioned for use as part of an audiovisual work, including all copyrights, renewals and extensions of copyright and other intellectual or proprietary rights, and SG Services shall be deemed sole owner thereof for all purposes. To the extent that, under applicable law, the Images, whether or not posted to the Website, and the results and proceeds of the Images, whether or not posted to the Website, are not considered or deemed a work made for hire, Model hereby grants, assigns, transfers and conveys to SG Services, to the maximum extent permitted by applicable law, all of Model's right, title and interest of every kind and character in perpetuity throughout the universe that Model may now or hereafter have in and to the Images and the results and proceeds of the Images, including all copyrights, renewals and extensions of copyright and other intellectual or proprietary rights, and SG Services shall be deemed sole owner thereof for all purposes. To the extent that the Images (or any part thereof, whether pictorial, textual or otherwise) are produced by someone other than SG Services, Model warrants that the submission of the Images to, and the use of the Images by, SG Services does not infringe upon the copyright or other rights of any third party, and Model will (i) indemnify and hold SG Services, its officers, directors, shareholders, employees and agents harmless from any and all claims, demands, losses or liabilities related thereto, and (ii) obtain such assignments or transfer documents as SG Services may request in order to perfect SG Service's sole ownership in and to the Images, free of any claims by or from any third party.

Without limiting the foregoing, SG Services may edit, distort, change or modify the Images as SG Services sees fit, and Model understands that SG Services has no obligation to use the Images. Model hereby waives the right to inspect or approve the finished product(s) or version(s) of the Images, editorial copy, advertising copy, or any other printed or visual matter that may be used in conjunction with (or comprise) the Images, or the use to which the Images may be applied.

Model understands that Images depicting the Model may be produced at different times and places, in public or private, either clothed, semi-clothed, semi-nude, or nude, and at such times when the Model may or may not be engaged in a sexual act. Model consents to SG Services' use of Model's nude image in connection with the rights granted in this Personal Release. Model considers herself a paid model and is not troubled or distressed by having Images of Model taken in either a clothed, semi-clothed, semi-nude or nude state, and whether or not engaged in a sexual act. Model's participation in the creation of the Images is purely voluntary and Model understands that Model's continued participation in any modeling session indicates Model's total acceptance of the modeling assignment and complete lack of any objection to any acts that Model might engage in while performing in this modeling assignment.

Model hereby releases and discharges SG Services, its officers, directors, shareholders, employees and agents, from any and all claims, demands, losses or liabilities that Model has or may have, whether for libel, violation of any right of privacy or publicity, or any other matter arising out of or in any manner connected with the creation or use of the Images or the exercise of the rights granted herein. Model hereby warrants that all statements and other information given by Model to SG Services or to any third party (whether relating to the Images or Model), are true and accurate, and Model agrees to be legally responsible for any claims, demands, losses or liabilities arising out of or in any manner connected with such statements, and will indemnify SG Services, its officers, directors, shareholders, employees and agents from any and all claims, demands, losses or causes of actions relating to Model's breach of any representation or warranty contained herein. Model acknowledges and agrees that neither this Personal Release, nor Model's participation in the creation of the Images, is subject to the terms of any union or guild agreement and that no sums will be due to Model or any third party in connection with the use or reuse of the Images beyond the consideration detailed in this Personal Release.

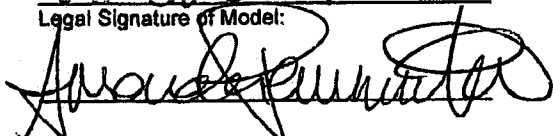
Model has carefully read this Personal Release prior to its execution and is fully aware of its terms. Model warrants that no additional representations, oral or otherwise, have been made as a part of this Personal Release, by SG Services or any of its employees, agents, officers, directors or shareholders, and that Model has not been induced to sign any representation other than the statements contained herein, all of which are true and accurate. MODEL WARRANTS THAT THE MODEL IS 18 YEARS* OF AGE OR OLDER, AND WILL PROVIDE TRUE AND CORRECT LEGAL DOCUMENTATION AS PROOF OF AGE. Model understands that SG Services is proceeding in reliance upon the terms set forth herein, and that Model will not attempt to revoke this release at any time.

Social Security Number:

Model Application Number:

Date of Birth:

Legal Signature of Model:



EXHIBIT

D

PAGE 1 OF 1

Printed Legal Name or Model
Amanda Pember A
Street Address

City, State & Zip Code

Phone: /

E-mail:

Other SG name options if first choice is taken:

Amanda

EXHIBIT E
PAGE 1 OF 2

You will be appearing on SuicideGirls as Dusty Suicide.

In consideration of the sum of \$300 per photoset, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned (hereinafter "Model") hereby grants SG Services, Inc., its affiliates, successors, licensees and assigns (hereinafter "SG Services") the exclusive, perpetual and irrevocable right and license to copy, use and reuse, publish, distribute, edit, excerpt, exhibit, copyright and otherwise exploit Model's image, picture, likeness, persona, performance and voice (whether alone or with others), in conjunction with Model's name, identification, and related biographical information and other statements (whether real or fictitious and whether prepared by Model, SG Services or any third party) (collectively, the "Images"), for any and all uses, in whole or in part, in any and all media, including but not limited to multimedia, on-line services and digital media, by any and all methods and in any and all manner, now known or hereafter devised, including the "Suicide Girls" website, www.suicidegirls.com (the "Website"), or any other media, throughout the universe including, without limitation, in connection with the advertising, exploitation and publicizing of the Website. The Images will constitute the property of SG Services, and Model hereby grants, assigns, transfers and conveys to SG Services, all right, title and interest of every kind and character in perpetuity throughout the universe that Model may now or hereafter have in and to the Images and the results and proceeds of the Images, all of which are works made for hire, specially commissioned for use as part of an audiovisual work, including all copyrights, renewals and extensions of copyright and other intellectual or proprietary rights, and SG Services shall be deemed sole owner thereof for all purposes. To the extent that, under applicable law, the Images, whether or not posted to the Website, and the results and proceeds of the Images, whether or not posted to the Website, are not considered or deemed a work made for hire, Model hereby grants, assigns, transfers and conveys to SG Services, to the maximum extent permitted by applicable law, all of Model's right, title and interest of every kind and character in perpetuity throughout the universe that Model may now or hereafter have in and to the Images and the results and proceeds of the Images, including all copyrights, renewals and extensions of copyright and other intellectual or proprietary rights, and SG Services shall be deemed sole owner thereof for all purposes. To the extent that the Images (or any part thereof, whether pictorial, textual or otherwise) are produced by someone other than SG Services, Model warrants that the submission of the Images to, and the use of the Images by, SG Services does not infringe upon the copyright or other rights of any third party, and Model will (i) indemnify and hold SG Services, its officers, directors, shareholders, employees and agents harmless from any and all claims, demands, losses or liabilities related thereto, and (ii) obtain such assignments or transfer documents as SG Services may request in order to perfect SG Service's sole ownership in and to the Images, free of any claims by or from any third party.

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Model has carefully read this Personal Release prior to its execution and is fully aware of its terms. Model warrants that no additional representations, oral or otherwise, have been made as a part of this Personal Release, by SG Services or any of its employees, agents, officers, directors or shareholders, and that Model has not been induced to sign any representation other than the statements contained herein, all of which are true and accurate. MODEL WARRANTS THAT THE MODEL IS 18 YEARS* OF AGE OR OLDER, AND WILL PROVIDE TRUE AND CORRECT LEGAL DOCUMENTATION AS PROOF OF AGE. Model understands that SG Services is proceeding in reliance upon the terms set forth herein, and that Model will not attempt to revoke this release at any time.

Kelly M. Guerrero
 Legal Signature of Model

Date of Birth: _____

Kelly Guerrero
 Printed Legal Name of Model

 Street Address

 City, State & Zip Code
 Phone: (____) _____

E-mail: _____

*19 years in Alabama and 21 years in Mississippi, Nebraska, Pennsylvania and Puerto Rico

Macintosh HD: Users:scm/Desktop:selena's stuff/forms:release.doc

EXHIBIT E
 PAGE 2 OF 2

PERSONAL RELEASE - SG SERVICES, INC.

You will be appearing on SuicideGirls as Shera Suicide.

In consideration of the sum of \$200 per photoset, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned (hereinafter "Model") hereby grants SG Services, Inc., its affiliates, successors, licensees and assigns (hereinafter "SG Services") the exclusive, perpetual and irrevocable right and license to copy, use and reuse, publish, distribute, edit, excerpt, exhibit, copyright and otherwise exploit Model's image, picture, likeness, persona, performance and voice (whether alone or with others), in conjunction with Model's name, identification, and related biographical information and other statements (whether real or fictitious and whether prepared by Model, SG Services or any third party) (collectively, the "Images"), for any and all uses, in whole or in part, in any and all media, including but not limited to multimedia, on-line services and digital media, by any and all methods and in any and all manner, now known or hereafter devised, including the "Suicide Girls" website, www.suicidegirls.com (the "Website"), or any other media, throughout the universe including, without limitation, in connection with the advertising, exploitation and publicizing of the Website. The Images will constitute the property of SG Services, and Model hereby grants, assigns, transfers and conveys to SG Services, all right, title and interest of every kind and character in perpetuity throughout the universe that Model may now or hereafter have in and to the Images and the results and proceeds of the Images, all of which are works made for hire, specially commissioned for use as part of an audiovisual work, including all copyrights, renewals and extensions of copyright and other intellectual or proprietary rights, and SG Services shall be deemed sole owner thereof for all purposes. To the extent that, under applicable law, the Images, whether or not posted to the Website, and the results and proceeds of the Images, whether or not posted to the Website, are not considered or deemed a work made for hire, Model hereby grants, assigns, transfers and conveys to SG Services, to the maximum extent permitted by applicable law, all of Model's right, title and interest of every kind and character in perpetuity throughout the universe that Model may now or hereafter have in and to the Images and the results and proceeds of the Images, including all copyrights, renewals and extensions of copyright and other intellectual or proprietary rights, and SG Services shall be deemed sole owner thereof for all purposes. To the extent that the Images (or any part thereof, whether pictorial, textual or otherwise) are produced by someone other than SG Services, Model warrants that the submission of the Images to, and the use of the Images by, SG Services does not infringe upon the copyright or other rights of any third party, and Model will (i) indemnify and hold SG Services, its officers, directors, shareholders, employees and agents harmless from any and all claims, demands, losses or liabilities related thereto, and (ii) obtain such assignments or transfer documents as SG Services may request in order to perfect SG Service's sole ownership in and to the Images, free of any claims by or from any third party.

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Social Security Number:

Model Application Number: 3403

Kelly L. Kincaid
Legal Signature of Model:

Date of Birth:

Kelly L. Kincaid
Printed Legal Name of Model:

EXHIBIT F
PAGE 1 OF 2

Street Address _____

City, State & Zip Code _____

Phone: _____

E-mail: _____

Enter SG name options if first choice is taken:

Sherapop

EXHIBIT F
PAGE 2 OF 2